

LEASE

THIS LEASE is made and entered into effective the 28th day of June, 2016 (the "**Effective Date**"), by and between the **CITY OF GLOBE**, an Arizona municipal corporation, (hereinafter referred to as "**Lessor**"), and **M. V. ENTERPRISES, INC.**, an Arizona corporation, (hereinafter referred to as "**Lessee**").

For and in consideration of the covenants and agreements contained herein, Lessor hereby leases to Lessee and Lessee does hereby take, accept and rent from Lessor the Premises hereinafter described for the period, at the rental, and subject to and upon the terms and conditions set forth herein.

1. PREMISES: The leased premises ("**Premises**") are located in the City of Globe, County of Gila, State of Arizona, more particularly described in Exhibit "A" attached hereto and incorporated herein.

2. TERM: The commencement date of the term of this Lease shall be the Effective Date and shall continue for a period of five (5) years thereafter (the "**Term**") unless sooner terminated, as provided herein. Conditioned upon faithful compliance with all provisions of this lease, Lessee may, ninety (90) days prior to the scheduled expiration of the Term, request a five (5) year extension of the Term. If the parties mutually agree upon the terms of such extension, this Lease shall be amended to reflect such terms and the extension of the term by five (5) years.

3. PAYMENT OF RENT: Annual rent ("**Rent**") for the first year of the Term shall be Nine Hundred and Seventy-Nine Dollars and twenty-one cents (\$979.21), payable in twelve equal monthly installments with the first and last monthly installment prorated based on the number of days in the initial and last month of the Term. The Rent for the initial month of the Term shall be paid on the Effective Date. Thereafter, Rent shall be paid prospectively on the first day of each month adjusted annually thereafter by increasing each monthly Rent payment by three percent (3%). Rent shall be paid at the office of Lessor, at the location indicated in Paragraph 12 herein, or at

such other place as may be designated in writing from time to time by Lessor.

4. TAX ON RENTS: Lessee shall further pay to Lessor, within five (5) days of billing therefore, any and all excise, privilege, rental and other taxes, including without limitation the Government Property Lease Excise Tax established pursuant to A.R.S. § 42-6201 *et seq.*, (collectively, the "**Tax**") levied or assessed by any governmental authority upon, or measured by, any rental or other sums to be paid by Lessee to or on behalf of Lessor, pursuant to the terms of this Lease. Such Tax shall be paid by Lessee whether or not it comprises a portion of any real property tax or taxes or real property tax bills, and such Tax shall include, without limitation, any new tax of a nature not presently in effect but which may be hereafter levied, assessed or imposed upon the Lessor, or the Premises, if such new tax shall be based on or arise out of the ownership, use or operation of the Premises, or any portion thereof or right thereto. Nothing contained herein shall be construed to require Lessee to pay any estate, gift, inheritance or net income tax of Lessor.

5. PREMISES "AS IS": Lessee has examined the Premises prior to and as a condition precedent to its acceptance and the execution hereof, and is satisfied with the physical condition thereof, and its taking possession thereof shall be conclusive evidence of its receipt of same in good order and repair, except as otherwise specified herein. Lessee agrees and admits that no representations as to the condition or repair thereof has been made by Lessor or his agent, which is not herein expressed, or endorsed herein; and likewise agrees and admits that no agreement or promise to decorate, alter, repair or improve the Premises, either before or after the execution thereof, not contained herein, has been made by Lessor or his agent.

6. USE OF PREMISES: Lessee shall occupy and use the Premises only for sale and distribution of gasoline, diesel fuel and oil products.

7. RESTRICTIONS ON USE: Lessee shall not use nor permit the Premises to be used for any purpose other than that set forth in Paragraph 8 above and further covenants and agrees to execute and comply promptly with all statutes, ordinances, rules, orders and regulations of federal, state, county and city governments regulating the use by Lessee of the Premises, including (without limitation) complying with the provisions of A.R.S. § 42-6201 *et seq.*, the Government Property Lease Excise Tax statutes. Lessee shall not use, or permit the use of the Premises, in any such manner that will tend to create a nuisance or tend to unnecessarily disturb other residents in the area of the Premises. The restrictions set forth in this paragraph shall extend to all agents and employees of Lessee.

8. NOTICE: Whenever under this Lease a provision is made for any demand, notice or declaration of any kind or where it is deemed desirable or necessary by either party to give or serve any such notice, demand or declaration to the other, it shall be in writing sent by United States registered or certified mail with postage prepaid, addressed to Lessor and to Lessee as follows:

To Lessor: City of Globe
Globe City Clerk
150 North Pine Street
Globe, Arizona 85501

To Lessee: M. V. Enterprises
Drawer B
Miami, Arizona 85539

Either party may by like notice at any time designate a different address to which notices shall be sent. Such notices, demands or declarations shall be deemed sufficiently served or given for all purposes hereunder at the time they shall be mailed by United States registered or certified mail, as aforesaid.

9. RECORDS: Lessee shall keep full and complete records and books of account reflecting all sales or business transacted in, on or from the Premises, in order to enable Lessor to ascertain the percentage rental due hereunder. Lessee shall

install cash registers or similar equipment on which all sales in, on or from the Premises shall be recorded. The Lessor, or its duly authorized representatives, shall have access thereto at all reasonable times for the purposes of examining the same, and, if Lessor elects, or auditing the same, in the manner hereinafter provided.

10. IMPROVEMENT OF PREMISES - ENVIRONMENTAL UNDERTAKING:

Lessee acknowledges the sensitive environmental nature of its operations. It is agreed that no underground tanks shall be installed at any time and all above-ground tanks and all other improvements and equipment on the property shall be installed, operated, and maintained all in conformance with the Arizona Department of Environmental Quality, Environmental Protection Agency, State Fire Marshall, or other applicable Federal, State, and local rules and regulations and that Lessee shall indemnify, defend and hold Lessor and its officials, officers, employees and agents harmless from any and all liability, claim, or allegation of loss made or incurred as a result of the use of the Premises by Lessee.

11. Equipment and Improvements. Should this Lease terminate for any purpose, Lessee shall vacate the Premises and leave in operational condition, in compliance with all applicable rules and regulations, the fence, and at least one (1) fuel tank for diesel and one (1) fuel tank for unleaded fuel, fully operational and connected to the fuel system, for use by Lessor. Lessor shall not be required to make any compensation to Lessee for the equipment, tanks, and fence to be required to be left in operational condition upon the Premises upon termination of the Lease. All other tanks, equipment, and other property and improvements remaining upon the Premises shall be removed at the written request of Lessor within ninety (90) days of the termination of the Lease and the Premises shall be restored to the condition that existed at the inception of the December 1, 2005 Lease by and between the Lessee and the Lessor. Any such tanks, equipment and other property and improvements that Lessor does not request to be removed shall become the property of Lessor upon the termination of the Lease at no cost to Lessor.

12. ENVIRONMENTAL UNDERTAKING: Lessee affirmatively covenants that it will not permit storage, use, or disposal of any Hazardous Materials on or under the land or improvements except in a manner which complies with all applicable Federal, State, local, and municipal environmental health and safety ordinances, rules and regulations. Lessee hereby indemnifies, defends and holds harmless the Lessor and its officials, officers, employees and agents from and against any and all losses, liabilities, damages, injuries, costs, expenses, and claims of any and every kind whatsoever paid, incurred, or suffered by, or asserted against, the Lessor or any of its officials, offices, employees and agents for, with respect to, or as a direct or indirect result of any lien imposed upon the Premises or any demand or claim made or action or proceeding instituted or threatened pursuant to the Federal Comprehensive Environmental Response, Compensation and Liability Act, any so-called "Superfund" or "Superlien" law, or any other Federal, state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability for standards of conduct concerning investigation, monitoring, clean up or removal of any Hazardous Material.

The foregoing indemnity shall survive the termination of this Lease and the exercise of any remedy by Lessor upon an event of default hereunder, including, without limitation, retaking possession, but shall exclude losses, damages, liabilities, injuries, costs, expenses and claims incurred by Lessor after it takes possession to the Land and Improvements which are not due to a pre-existing condition and are not caused or contributed to by the acts or omissions of Lessee or a predecessor in title, but which are due solely to the acts of Lessee or any person after taking title and possession. For purposes hereof, the term "Hazardous Material" means and includes any hazardous, toxic or dangerous waste, substance, or material defined as such in (or for purposes of) the Resource Conservation and Recovery Act of 1976, as amended (42 U.S.S. § 9601, et seq.) or the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (43U.S.C. § 9601, et seq.), any so-called "Superfund" or "Superlien" law, or any other Federal, or applicable state or local statute, law, ordinance, code, rule, regulation, order or decree regulating, relating to, or imposing liability or standards of conduct concerning any hazardous, toxic, or

dangerous waste, substance, or material, as now or at any time hereafter in effect.

If an event of default shall have occurred and be continuing, Lessor, its agents and contractors, shall have the right, but not the duty or obligation, to enter upon the Premises at reasonable times without delay, hindrance or restriction, in order to inspect, conduct environmental audits, assessments, inspections, or testing of, and if it so elects, remove any Hazardous Materials discovered on or in the property. The cost of any such audit, assessment, inspection, testing, and remediation shall immediately become due and payable to Lessor by Lessee and shall also be a part of the rent payable pursuant to this Lease.

13. UTILITY CHARGES: Lessee shall pay or cause to be paid all charges for water, gas, sewer, electricity, light, heat, air conditioning, power, telephone, trash removal and all other services used, rendered, or supplied in connection with the Premises, and shall contract for the same in Lessee's own name, and shall protect Lessor and the leased Premises from any such charges. Lessee shall pay Lessor for any utilities or services furnished by Lessor, but Lessor shall not be obligated to furnish any utilities or services.

14. WAIVER OF CLAIMS: Neither Lessor nor Lessor's agents nor servants shall be liable, and Lessee waives all claims for damage to persons or property sustained by Lessee or any occupant of the Premises resulting from the use of the Premises or any part thereof or any part of the Lessor's other property. All property belonging to Lessee shall be there at the risk of Lessee and Lessor shall not be liable for damage thereto or theft or misappropriation thereof.

15. LESSOR'S RIGHT TO INSPECT: Lessor and its agents shall have free access to the Premises during all reasonable hours for the purpose of examining the same and to ascertain if they are in good repair, to make reasonable repairs which Lessor may be required to make hereunder and to exhibit the same to prospective purchasers or tenants.

16 MAINTENANCE OF PREMISES: Lessee shall keep the Premises and all

fuel tanks and equipment in proper working condition in compliance with all applicable Federal, State, or local rules or regulations. Any report of violation shall be provided to Lessor within forty-eight (48) hours of receipt by Lessee.

17. INDEMNITY BY LESSEE: Lessee covenants and agrees that it will protect and save and keep Lessor and its officials, officers, employees and agents forever harmless and indemnified against and from any penalty or damage or charges imposed for any violation of any laws, ordinances, or regulations, whether occasioned by the neglect of Lessee, those holding under Lessee or any persons allowed on the Premises, and that Lessee will at all times protect, indemnify and save and keep harmless Lessor and its officials, officers, employees and agents against and from any and all claims, loss, costs, damage, or expense, including, but not limited to, reasonable attorneys' fees arising out of or from any accident or other occurrence on or about the Premises causing injury to any person or property whomsoever, or whatsoever, and will indemnify and save and keep harmless Lessor and its officials, officers, employees and agents against and from any and all claims and against and from any and all loss, cost, damage, or expense arising out of any failure to Lessee in any respect to comply with and perform all the requirements and provisions of this Lease. It is expressly covenanted and agreed between Lessor and Lessee that Lessee will protect, indemnify, defend, and save and keep Lessor, its officials, officers, agents, servants, employees and/or its successors or assigns, forever harmless and indemnified from and against any and all liability, penalties, damages, costs, expenses, and reasonable attorneys' fees arising out of or by reason of Lessee's failure to prevent any employee or any other person from entering upon, or remaining in any employment or place of employment upon the Premises which is not safe. The indemnity obligations in this Section 17 and all other indemnity obligations set forth in this Lease shall survive termination of this Lease.

18. INSURANCE-GENERAL LIABILITY AND PROPERTY DAMAGE:

Lessee agrees that at its own cost and expense, it shall procure and continue in force and effect throughout the Term of this Lease, in names of Lessor and Lessee,

general liability insurance against any and all claims for injuries to persons or damage to property occurring in, upon or about the Premises, including all damage from exploding or leaking fuel tanks, signs, glass, fixtures, or other appurtenances now or hereafter erected upon the Premises during the term of this Lease subject to the increase provisions herein, such insurance shall be in the amount of not less than Five Million Dollars (\$5,000,000.00) for death and/or bodily and personal injuries to persons for each occurrence, not less than Five Hundred Thousand Dollars (\$500,000.00) for injury to any one (1) person, and not less than One Hundred Thousand Dollars (\$100,000.00) with respect to damage to property. Lessee shall also procure and continue in force and effect throughout the Term of this Lease in the names of Lessor and Lessee an above ground storage tank policy in the amount of not less than One Million Dollars (\$1,000,000). Such insurance shall be primary and non-contributing with any other insurance and shall be written with a company or companies authorized to engage in the business of general liability and environmental liability insurance in the State of Arizona and approved by Lessor and there shall be delivered to Lessor, no less than fifteen (15) days prior to the date such insurance is first required by Lessee, customary certificates evidencing such paid up insurance, which certificates are to be issued by the respective issuing insurance companies.

The policies of insurance provided herein are to be provided by Lessee, and shall be for a period of not less than one (1) year and show Lessor as an additional insured, it being understood and agreed that thirty (30) days prior to the expiration of any policy of insurance, Lessee will deliver to Lessor a renewal or new policy to take the place of the policy expiring, with the further understanding that, should Lessee fail to furnish proof of coverage as is provided in this Lease and at the times herein provided, Lessor may obtain such insurance and the premiums on such insurance shall be paid by Lessee to Lessor upon demand. Such policies of insurance shall provide that they shall not be cancelled until thirty (30) days after written notice of cancellation is delivered to Lessor.

At the time of renewal (if any) of the Lease term pursuant to Paragraph 2, the amount of insurance coverage required pursuant to this paragraph shall be subject to

good faith negotiation and adjustment to conform to the nature and extent of the business conducted by Lessee on the Premises and the risk created thereby.

19. QUIET POSSESSION: Lessor covenants that Lessee, upon paying the Rent and Taxes as provided herein and upon performing all the covenants and agreements of this Lease to be performed by Lessee, will have, hold and enjoy quiet possession of the Premises from any entity claiming by, through or under Lessor.

20. SURRENDER OF PREMISES: Lessee shall, upon termination of this Lease, whether by lapse of time or otherwise, surrender to Lessor the Premises, together with all replacements thereto in good order, condition and repair, except for ordinary wear and tear and loss by fire or other casualty covered by insurance required herein.

21. SUBLETTING AND ASSIGNMENT: Lessee shall not sublease or sublet the Premises or any interest therein, except by written permission and consent of Lessor being first had and obtained. Any subleasing, even with the approval of Lessor, shall not relieve Lessee from liability for payment of Rent herein provided or from the obligation to keep and be bound by the terms, conditions, and covenants of this Lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or consent to subletting of the Premises. Lessee shall not assign this Lease or any interest therein, except by written permission and consent of Lessor being first had and obtained, which consent and permission shall not be unreasonably withheld, references, elsewhere to assignees notwithstanding. Lessor's consent or refusal to consent to any such assignment may be based upon, but shall not be limited to, factors pertaining to: (a) the acceptability and/or compatibility of any proposed assignee to the Premises and to the whole of any building, structure, shopping center, or other entire development wherein the Premises are located, and (b) the financial statement, credit, and ability of any proposed assignee to meet the obligations, terms and conditions of this Lease.

In the event Lessor gives permission and consent to assign the Lease or sublet the Premises, nevertheless, thereafter, such assignee or sub-tenant shall be required

to comply with the terms of this paragraph and the other terms of this Lease prior to any subsequent subletting or assignment.

Notwithstanding any such assignment, Lessee shall remain fully liable for the payment of the rental herein reserved and for the full performance of the terms, conditions, and covenants of this lease. The acceptance of Rent from any other person shall not be deemed to be a waiver of any of the provisions of this Lease or consent to the assignment of the Premises.

22. DESTRUCTION BY FIRE OR CASUALTY: In the event the Premises, or any part thereof, shall be damaged by fire, explosion, windstorm, or any other casualty, then Lessee shall repair such damage and put the Premises in good condition as rapidly as reasonably possible.

23. EVENTS OF DEFAULT: It is expressly agreed that in the event of the happening or occurrence of any of the following events, that such happening or occurrence shall constitute a default and/or violation of the terms of this Lease:

(a) That Lessee shall fail, neglect or refuse to pay any installment of Rent, any Tax or pay any other moneys agreed to it to be paid promptly when and as the same shall become due and payable under the terms hereof and if any such default should continue for a period of more than five (5) days after notice thereof in writing given to Lessee by Lessor;

(b) That any voluntary or involuntary petition or similar pleading under any section or sections of any bankruptcy act or chapter thereof shall be filed by or against Lessee, or any voluntary or involuntary proceeding in any court or tribunal, shall be instituted to declare Lessee insolvent or unable to pay Lessee's debts, and the same shall not be dismissed or discharged within twenty (20) days after the date of initiation of any such proceedings;

(c) That Lessee shall fail, neglect, or refuse to keep and perform any of the other covenants, conditions, stipulations, or agreements herein contained and covenanted and agreed to be kept and performed by it and in the event such default

shall continue for a period of more than fifteen (15) days after the notice thereof in writing given to Lessee by Lessor; provided, however, that if the cause for giving such notice involves the making of repairs or other matters reasonably requiring a longer period of time than the period of such notice, Lessee shall be deemed to have complied with such notice so long as it has commenced to comply with said notice within the period set forth in the notice and is diligently prosecuting compliance with said notice, or has taken proper steps or proceedings under the circumstances to prevent the seizure, destruction, alteration, or other interference with said Premises by reason of non-compliance with the requirements of any law or ordinance, or with the rules, regulations or directions of any governmental authority as the case may be;

(d) That Lessee makes any assignment of its property for the benefit of creditors or should the Premises or any personal property, fixtures, or equipment therein be taken under a levy of execution or attachment in an action against Lessee and such levy, attachment, or assignment is not dismissed and discharged within ten (10) days after such assignment.

In the event of the happening or occurrence of any of the hereinabove stated events, Lessor may, at its option, at any time after such default or violation of condition or covenant, reenter and take possession of said Premises, without such reentering working a forfeiture of the Rent to be paid and the covenants, agreements, and conditions to be kept and performed by Lessee for the full Term of this Lease. In such event, Lessor shall have the right, but not the obligation, to divide or subdivide the Premises in any manner Lessor may determine and to lease or let the same or portions thereof for such periods of time and at such rentals and for such use and upon such covenants and conditions as Lessor may elect, applying the net rentals for such letting first to the payment of Lessor's expenses incurred in dispossessing Lessee and the costs and expenses of making such improvements in the Premises as may be necessary in order to enable Lessor to re-let the same, and to the payment of any brokerage commissions or other necessary expenses of Lessor in connection with such re-letting. The balance, if any, shall be applied by Lessor from time to time, against payments due or payable by Lessee hereunder, with the right reserved to

Lessor to bring such actions or proceedings for the recovery of any deficits remaining unpaid as it may deem advisable from time to time, without any obligation to await the end of the Term hereof for a final determination of the Lessee's account and the commencement or maintenance of one or more actions shall not bar Lessor from bringing other or subsequent actions for further accruals pursuant to the provisions of this paragraph.

Any balance remaining, however, after full payment and liquidation of Lessor's account, as aforesaid, shall be paid to Lessee from time to time with the right reserved to Lessor at any time to give notice in writing to Lessee of Lessor's election to cancel and terminate this Lease and all Lessee's obligations hereunder and upon the giving of such notice and the simultaneous payment by Lessor to Lessee of any credit balance in Lessee's favor that may at the time be owing to Lessee shall constitute a final and effective cancellation and termination of this Lease and the obligations thereunder on the part of either party to the other.

If Lessee breaches any term of this Lease and abandons the Premises before the end of the Term hereof, or if Lessee's right to possession is terminated by the Lessor because of a breach of this Lease, Lessor may recover from Lessee, in addition to any other damages provided for at law, in equity, in this Lease, or otherwise, the amount of unpaid Rent for the balance of the Term.

In the event Lessee breaches this Lease, or any covenant, term or condition hereunder and abandons the Premises, this Lease shall continue in force and effect for so long as the Lessor does not terminate Lessee's right to possession, and Lessor may enforce all rights and remedies of Lessor including, without limitation, the right to recover Rent as it becomes due hereunder. Acts of maintenance or preservation, or efforts to re-let the Premises, or the appointment of a receiver upon the initiation of the Lessor to protect the Lessor's interest under this Lease shall not constitute a termination of Lessee's right to possession.

24. REMEDIES SHALL BE CUMULATIVE: All rights and remedies of Lessor herein enumerated shall be cumulative and none shall exclude any other right or

remedy allowed by law, or equity. Likewise, the exercise by Lessor of any remedy provided for herein or allowed by law or equity shall not be to the exclusion of any other remedy.

25. DEFAULT BY LESSOR: Lessor shall in no event be charged with default in the performance of any of its obligations hereunder unless and until Lessor shall have failed to perform such obligations within sixty (60) days (or such additional time as is reasonably required to correct any such defaults) after notice by Lessee to Lessor properly specifying wherein Lessor has failed to perform any such obligation.

26. WAIVER: One or more waivers of any covenant, term or condition of this Lease by either party shall not be construed by the other party as a waiver of a subsequent breach of the same covenant, term or condition. The consent or approval of either party to or of any act by the other party of a nature requiring consent or approval shall not be deemed to waive or render unnecessary the consent to or approval of any subsequent similar act.

27. RELATIONSHIP OF PARTIES: Nothing contained in this Lease shall be deemed or construed by the parties hereto or by any third party to create the relationship of principal and agent or of partnership or of joint venture or of any association whatsoever between Lessor and Lessee, it being expressly understood and agreed that none of the provisions contained in this Lease nor any act or acts of the parties hereto shall be deemed to create any relationship between Lessor and Lessee other than the relationship of landlord and tenant.

28. LAW GOVERNING: The laws of the State of Arizona shall govern the validity, performance and enforcement of this Lease.

29. OFFSET STATEMENTS: At any time and from time to time, Lessee agrees upon request in writing from Lessor to execute, acknowledge and deliver to Lessor a written statement certifying that this Lease is unmodified and in full force and effect (or if there have been modifications that the same is in full force and effect as modified and stating the modifications), and that the terms, covenants and conditions

required of Lessor to be performed under this Lease have been so performed and that there are no existing defense or offsets by Lessee against the enforcement of this Lease by Lessor. It is understood and agreed that any such statement may be relied upon by any prospective purchaser of the fee or any leasehold or the mortgagee, beneficiary or grantees of any security or interest, or any assignee of any thereof, under any mortgage or deed of trust now or hereafter made covering the fee of any leasehold interest in the Premises or the real property covered by this Lease.

30. ATTORNEYS' FEES: In the event of any suit initiated by either Lessor or Lessee which is in any way connected with this Lease, or for the recovery, possession, or unlawful detainer of the Premises, the losing party shall pay to the prevailing its costs and a reasonable sum for its reasonable attorneys' fees in connection with said suit and such costs and attorneys' fees shall be deemed to have accrued on the commencement of such action and shall be paid whether or not such action is prosecuted *to judgment*

31. PERSONAL PROPERTY TAXES: Lessee shall pay, before delinquency, all property taxes and assessments on the furniture, fixtures, equipment and other property of Lessee at any time situated on or installed in the Premises and any addition, or improvements in the Premises made or installed by Lessee subsequent to the commencement date. If at any time during the term of this Lease any of the foregoing are assessed as part of the real property of which the Premises are a part, Lessee shall pay to Lessor upon demand the amount of such additional taxes as may be levied against said real property by reason thereof. For the purpose of determining said amount, figures supplied by the County Assessor as to the amount so assessed shall be conclusive.

32. GENDER AND INTERPRETATION OF TERMS AND PROVISIONS: As used in this Lease and whenever required by the context thereof, each number, both singular or plural, shall include all numbers, and each gender shall include all genders. Lessor and Lessee are used in this Lease or in any other instrument referred to in or made a part of this Lease shall likewise include both the singular and the plural, a

corporation, partnership, individual firm or person acting in any fiduciary capacity as executor, administrator, trustee, or in any other representative capacity or any other entity. All covenants herein contained on the part of Lessee shall be joint and several.

33. COVENANTS TO BIND SUCCESSOR: Any and all terms hereof shall apply to, run in favor of and shall be binding upon and inure to the benefit of, as the case may require, the parties hereto, and also their respective heirs, executors, administrators, personal representative and assigns and successors in interest subject at all times nevertheless to the provisions of Paragraph 21 hereof relating to restrictions upon assignment or subletting this Lease or the Premises.

34. PREMISES TO BE FREE FROM LIENS: Lessee covenants and agrees, throughout the term of this Lease, to keep all of the Premises and every portion thereof free and clear of and from any and all mechanics', materialmen's and other liens. Lessee further covenants and agrees that it shall save, indemnify and hold Lessor and its officials, officers, employees and agents and all of the Premises and all buildings and improvements thereon free and harmless of and from any and all such liens and claims of liens. Should Lessee fail to discharge or cause the release of any such lien or charges, Lessor, at Lessor's option, may satisfy said lien by the payment thereof, and in such event the amount of said payments shall bear interest thereon at the maximum lawful rate per annum from the date said payment is so made, until repayment by Lessee, which repayment shall be due and payable by Lessee at such time as the next installment of rent shall become due and payable. Said right of Lessor to so satisfy any said lien or charge as provided under the terms of this paragraph shall be in addition to any other rights reserved to Lessor under the terms of this Lease or under applicable law and said right is not intended to be exclusive of any other remedies or means of redress to which Lessor may be lawfully entitled by reason of any breach or threatened breach by Lessee.

35. CORPORATE RESOLUTIONS: If a corporation executes this Lease as Lessee, Lessee shall promptly furnish Lessor certified corporate resolutions attesting to the authority of the officers to execute the Lease on behalf of such corporation.

36. ASSIGNMENT BY LESSOR: Notwithstanding any of the provisions of this Lease, Lessor may assign, in whole or in part, Lessor's interest in this Lease.

37. PARAGRAPH HEADINGS: The Paragraph titles herein are for convenience only and do not define, limit or construe the contents of such paragraphs.

38. USE AND RETURN OF DEPOSIT: In the event of the failure of Lessee to keep and perform any of the terms, covenants and conditions of this Lease, to be kept and performed by Lessee, then the Lessor, at its option, may appropriate and apply the entire Deposit of Lessee as provided in Paragraph 5 of the Lease, or so much thereof as may be necessary, to compensate the Lessor for all loss or damage sustained or suffered by Lessor due to such breach on the part of Lessee. Should the entire Deposit, or any portion thereof be appropriated and applied by Lessor for the payment of overdue rent or other sums due and payable to Lessor by Lessee hereunder, then Lessee shall, upon the written demand of Lessor, forthwith remit to Lessor a sufficient amount in cash to restore the Deposit to the original sum deposited and Lessee's failure to do so within five (5) days after receipt of such demand shall constitute a breach of this Lease. Should Lessee comply with all of said terms, covenants and conditions and promptly pay all the Rent and Taxes herein provided for as it falls due, and all other sums payable to Lessee to Lessor hereunder, the Deposit shall be returned in full to Lessee at the end of the effective term of this Lease, or upon the earlier termination of this Lease.

39 COMPLIANCE WITH LAWS. Lessee agrees to conform business conducted on the Premises and thereof, to the laws relating thereto and all requirements of any properly constituted public tribunal or officer, federal, state and municipal, and to reasonable directions and requirements of insurance companies carrying insurance on the Leased Premises or property thereon or therein. Under the provisions of A. R. S. § 41-4401, Lessee hereby warrants to the Lessor that the Lessee will comply with, and are contractually obligated to comply with, all federal immigration laws and regulations that relate to their employees and A. R. S. § 23-214 (A) (hereinafter "Contractor Immigration Warranty"). A breach of the Contractor Immigration Warranty shall

constitute a material breach of this Lease and shall subject the Lessee to penalties up to and including termination of this Lease at the sole discretion of the Lessor. The Lessor retains the legal right to inspect the papers of the Lessee to ensure that the Lessee is complying with the Contractor Immigration Warranty. Lessee agrees to assist the Lessor in regard to any such inspections. The Lessor may, at its sole discretion, conduct random verification of the employment records of the Lessee to ensure compliance with Contractor's Immigration Warranty. Lessee agrees to assist the Lessor in regard to any random verifications performed. The Lessee shall not be deemed to have materially breached the Contractor Immigration Warranty if the Lessee establishes that it has complied with the employment verification provisions prescribed by section 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A. R. S. § 23-214, Subsection A

40. MISCELLANEOUS PROVISIONS:

A. Time of Essence - Time is hereby expressly declared to be of the essence of this Lease and of each and every covenant, term, condition, and provision hereof.

B. Partial Invalidity- If any term, covenant or condition of this Lease or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such term, covenant or condition to persons, entities or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each such remaining term, covenant or condition of this Lease shall be valid and be enforced to the fullest extent permitted by law. It is agreed, however, that anything contained in the preceding sentence to the contrary notwithstanding, in the event any court of competent jurisdiction makes a final adjudication to the effect that any portion of this Lease is invalid under the laws of the State of Arizona or any other applicable law, then in that event, Lessor shall have the sole unrestricted discretion to terminate the entire Lease upon notice thereof to Lessee by reason of such adjudication of invalidity of a portion of this Lease.

C. No Reservation - The submission of this Lease for examination does not constitute a reservation of the Premises and this Lease becomes effective as a Lease only upon execution and delivery thereof by Lessor and Lessee.

D. Waiver of Liability - Anything in this Lease to the contrary notwithstanding, Lessee agrees that it shall look solely to the land and buildings comprising the Premises and subject to prior rights of any mortgage of the Premises, for the collection, satisfaction or enforcement of any judgment (or other judicial or administrative process) requiring the payment of money or the performance or breach by Lessor with respect to any of the terms, covenants and conditions of this Lease to be observed and/or performed by Lessor, and no other assets of the Lessor shall be subject to levy, execution or other procedures for the satisfaction of any remedy, judgment or order of Lessee. If Lessor transfers this Lease, except as collateral security for a loan, upon such transfer Lessor will be released from all liability and obligation hereunder.

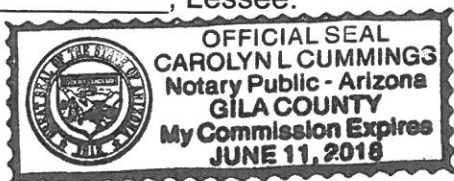
41. AGREEMENTS IN WRITING: It is understood that there are no oral agreements between the parties hereto affecting this Lease and this Lease supersedes and cancels any and all previous negotiations, arrangements, brochures, agreements and understandings, if any, between the parties hereto or displayed by Lessor to Lessee with respect to the subject matter thereof, and none shall be used to interpret or construe this Lease. It is further agreed by and between the parties hereto that there shall be no modification or amendment of this Lease, except as may be executed in writing between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the Effective date

Terence O Wheeler
Lessor

Louis M. Neksanovich
Lessee

SUBSCRIBED AND SWORN to before me this 3 day of June, 2016 by
 , Lessee.



[Signature]
Notary Public

My commission
expires:

2/11/18

SUBSCRIBED AND SWORN to before me this 28th day of June, 2016 by
Terence O Wheeler, Lessor.

[Signature]
Notary Public

My commission
expires:

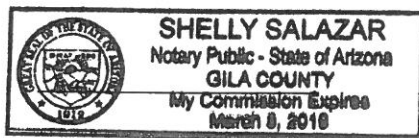


EXHIBIT "A"

Legal Description

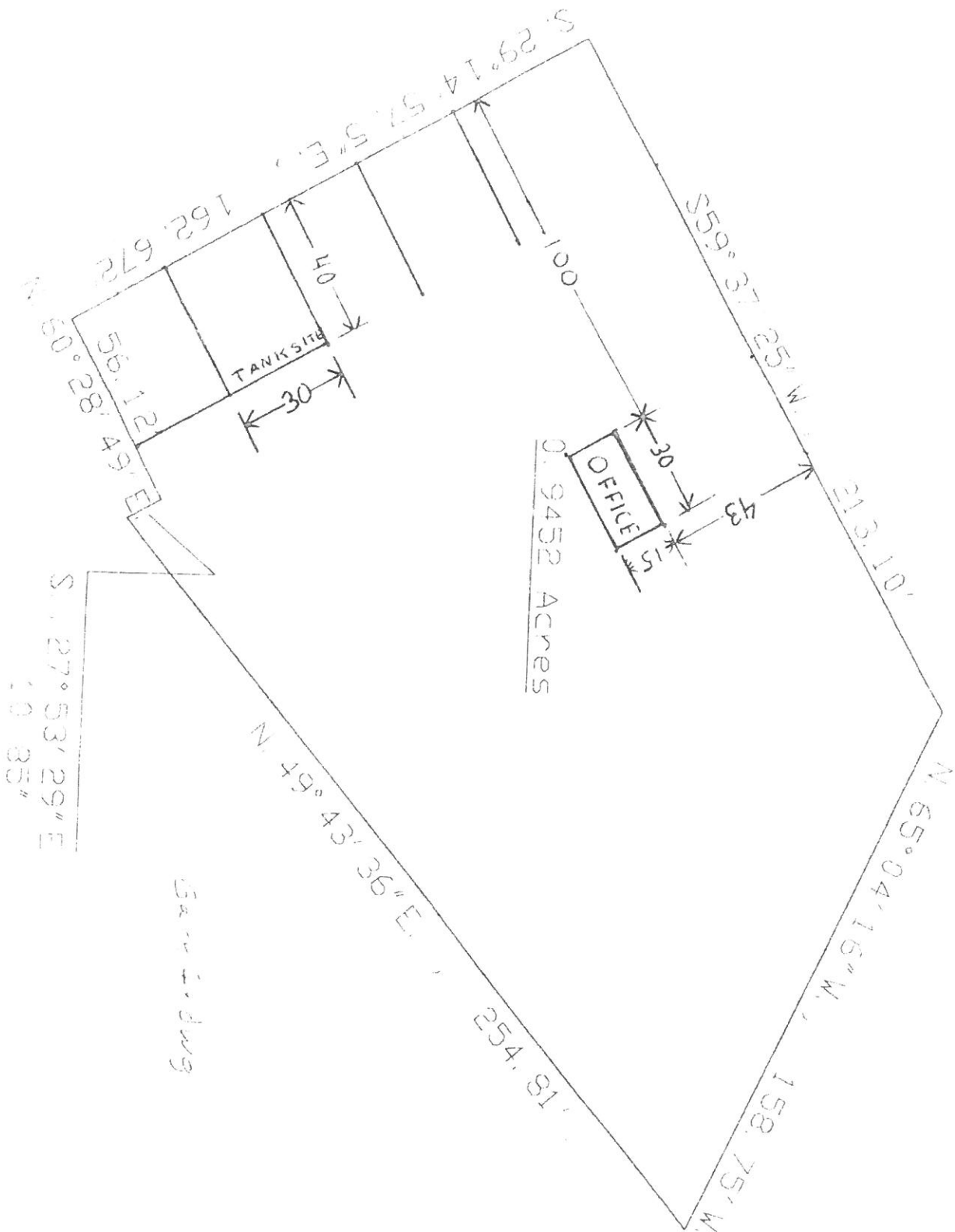
A parcel of land located in the southeast quarter of Section 36, Township 1 North, Range 15 East, Gila and Salt River Meridian, Gila County, Arizona, and more particularly described as follows:

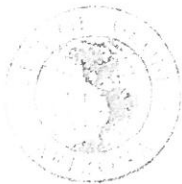
Commencing at the east one-quarter of said Section 36, from which the southeast section corner bears S 0°03'59"W a distance of 2,655.27 feet, thence S 61°53'18"W a distance of 1,299.38 feet to the TRUE POINT OF BEGINNING;

Thence S 49°43'36" W a distance of 254.81 feet,
Thence N 27°53'20" W a distance of 10.85 feet,
Thence S 60°28'49" W a distance of 56.12 feet,
Thence N 29°15'02" W a distance of 162.67 feet,
Thence N 59°37'25" E a distance of 213.10 feet,
Thence S 65°04'16" E a distance of 158.75 feet to the TRUE POINT OF BEGINNING.

Encompassing 0.945 acres, more or less.

MAP OF EXHIBIT "A"





COPY OF ORIGINAL DOCUMENT
GLOBE FIRE DEPARTMENT
CITY OF GLOBE
155 NORTH GLOBE AVENUE
GLOBE, ARIZONA 85501
Phone (602) 425-4432

February 23, 1996

Unocal 76
1 Main Street
Drawer B
Miami, Arizona 85539

TO WHOM IT MAY CONCERN:

The Globe Fire Department is hereby granting a variance for the installation of aboveground storage vessels that will be located at 400 Jesse Hayes Road in the City of Globe. All other requirements for compliance from the Office of the State Fire Marshal will remain complete.

Sincerely,

A handwritten signature in dark ink, appearing to read "Martin D. Ricklefs", is written over a faint, circular official stamp.

Martin D. Ricklefs, Chief

cc: Steve Stratton, City Administrator
Joe Carrillo, Building Inspector